

Agreement between
The City of Redmond, Washington
and
King County, Washington

R-TRIP Program

This agreement is made and entered into by and between the City of Redmond (hereinafter the "City") and King County, through its Department of Transportation (hereinafter the "County"), each of which entity may be referred to hereinafter as "Party" or collectively as the "Parties."

Recitals

Whereas, the County has accepted funds from the Federal Transit Administration (FTA), including Congestion Mitigation Air Quality (CMAQ) grants, for multi-modal transportation project planning and demonstration in order to increase high occupancy vehicle use; and

Whereas, the City and the County are partners on a variety of regional transportation projects; and

Whereas, the City and the County provide programs to assist employers in encouraging their employees to commute in modes other than driving alone and thereby help reduce energy consumption, air pollution and traffic congestion; and

Whereas, survey results have shown the innovative elements of the existing R-TRIP program have exceeded program goals and have been very effective; and

Whereas, the City and the County desire to continue to build on the effectiveness of the R-TRIP program with additional market segments, such as the residential sector, and new approaches to increase mobility options for Redmond residents and workers;

Now therefore, in consideration of the terms, conditions and covenants contained herein, the Parties hereto agree as follows:

Agreement

1. Purpose of Agreement

The purpose of this Agreement is to establish the roles and responsibilities of the City and the County as related to the provision of funding and services for the Redmond Trip Resource and Incentive Program (R-TRIP).

2. Scope of Work and Budget

The tasks and budget of the R-TRIP Program are set forth in the Scope of Work and Budget detailed in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein by this reference.

3. Term of Contract

This Contract shall commence on June 1, 2011 and shall terminate on December 31, 2013 unless terminated earlier, pursuant to the terms and conditions of this Agreement. The

agreement can be extended on an annual basis for up to three years, by mutual agreement of both parties.

4. Invoice and Payment Procedures

4.1 Reimbursement of Eligible Expenses

The County shall reimburse the City for a maximum of \$580,000 of expenses related to incentives and programs to reduce drive-alone travel, as outlined in the attached Scope and Budget. This amount will be reconciled with, and potentially decreased by, the amount already spent by the County on RSVP incentives.

All invoices provided by the City to the County shall be supported by appropriate financial reports from the City's accounting system showing expenses incurred for the period being invoiced. The City shall submit invoices on a quarterly basis to the County, and the County shall reimburse the City within 45 days of receiving an invoice.

4.2 Eligible Project Expenses

Eligible project expenses are those costs that are incurred pursuant to this Agreement and the project descriptions in Exhibit A to this Agreement, and in accordance with OMB Circular A-87. Eligible costs on this project do not include overhead charges or indirect rates applied to direct charges.

4.3 County and City Invoicing Information

Invoices to the County shall be submitted to the contacts shown in Section 18.

5. Federal Requirements

A. This Agreement is subject to a financial assistance agreement between the County and the FTA. The City shall comply with all applicable federal laws, regulations, policies, procedures and directives, including but not limited to the following, which are attached hereto and incorporated herein by this reference:

1. 49 CFR 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The text is available at: <http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR&searchPath=Title+49%2FSubtitle+A%2FPart+18&oldPath=Title+49%2FSubtitle+A&isCollapsed=true&selectedYearFrom=2010&ycord=2115>
2. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments. The text is available at: http://www.whitehouse.gov/omb/circulars_a087_2004
3. The requirements and obligations imposed on a "Recipient" under the applicable provisions of the FTA Master Agreement. The Master Agreement text is attached as Exhibit B. Master Agreement language is also available at: <http://www.fta.dot.gov/documents/17-Master.pdf>
4. The requirements of FTA Circular 5010.1D Project Administration and Management. Circular 5010.1D text is attached as Exhibit B. The text is also available at: http://www.fta.dot.gov/documents/C_5010_1D_Finalpub.pdf

5. If the City contracts with a third party to provide all or a portion of the services described in this Agreement, then the City shall comply with FTA Circular 4220.1F. Circular 4220.1F text is attached as Exhibit B. Text is also available at: http://www.fta.dot.gov/documents/C_4220_1F.pdf

6. Applicable FTA Third Party Contract Provisions – Standard Terms and Conditions. The text is attached as Exhibit B.

B. New federal laws, regulations, policies, procedures and directives may be adopted after the date this Agreement is established and may apply to this Agreement. The City agrees to accept and comply with all applicable laws, regulations, policies, procedures and directives as may be amended or promulgated from time to time during the term of this Agreement.

C. The City shall not perform any act, fail to perform any act, or refuse to comply with any requests by the County which would cause the County to be in violation of any federal law or FTA requirement. The City's failure to so comply with this Section shall constitute a material breach of this Agreement.

D. The County and City acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, City, or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant thereto) pertaining to any matter resulting from this Agreement.

E. The City agrees to extend application of the federal requirements to its sub-recipients or contractors, and their respective subcontractors, by including this Section and the related exhibits in each contract and subcontract the City awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this Section shall not be modified, except to change the names of the parties to reflect the sub-recipient or contractor which will be subject to its provisions.

F. The City acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, the City certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the City further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the City to the extent the Federal Government deems appropriate.

1. The City also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the City, to the extent the Federal Government deems appropriate.

2. The City agrees to include the above two clauses in each contract and subcontract it awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor or subcontractor who will be subject to the provisions.

G. The City agrees to sign Attachment G in Exhibit B to this Agreement, which is incorporated into this Agreement by reference, certifying that it is not currently suspended or debarred from receiving federal transportation funding, nor is it proposed for suspension or debarment in accordance with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. If the Agency is unable to provide a certification, it must submit a complete explanation attached to Attachment G to Exhibit B. If the City lets any contracts or subcontracts to perform work or purchase goods for the work covered by this Agreement, regardless of the amount of such contract or subcontract, the Agency agrees that it will include all applicable federal provisions in Exhibit B in that contract or subcontract, including Attachment H in Exhibit B to this Agreement, which the contractor or subcontractor must sign to certify they are not suspended or debarred from receiving federal funds.

6. Reports and Record Retention

- A. In accordance with FTA regulations, the City shall provide the County with quarterly progress reports.
- B. During the progress of the work and for a period of not less than three years from the date of final payment by the County, the City shall keep available for inspection and audit by the County and the Federal government the records pertaining to the Scope of Work and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Scope of Work will be furnished upon request. If any litigation, claim or audit is commenced related to performance of the Scope of Work, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the three-year retention period.

7. Audit

The Parties to this Agreement, the U.S. Department of Transportation, the FTA, the State Auditor, and the Inspector General and any of their representatives shall have full access to and right to examine, during normal business hours, all County and City records with respect to all matters covered by this Agreement; provided, however, that nothing herein shall require the disclosure of documents or records that are privileged or otherwise exempt from discovery or public disclosure. Such representatives shall be permitted to audit, examine, copy, and make excerpts or transcripts from such records, and other matters covered by this Agreement.

8. Agreement Modifications

Any changes made to this Agreement shall be mutually agreed upon by all Parties to this Agreement in writing. If such changes cause an increase or decrease in any assigned cost, or in the time required for the performance of any services under this Agreement, an equitable adjustment agreed to by all Parties may be made to the Agreement price or period of performance, and the Agreement shall be modified in writing accordingly.

9. Termination

9.1 Termination for Convenience

Any Party may terminate its participation in this Agreement, in whole or in part, for its convenience upon providing sixty (60) calendar days' advance written notice of the termination.

9.2 Termination for Cause

Any Party may terminate its participation in this Agreement in the event that another Party fails to perform its obligations, as described in this Agreement, through no fault of another, by providing written notice not less than fifteen (15) calendar days prior to its intent to terminate.

9.3 Termination for Non-Appropriation

Any Party may terminate its participation in this Agreement at the end of each calendar year in the event that sufficient funds are not appropriated to cover performance of any Party's responsibilities under this Agreement. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

9.4 Termination for Grant Funding

Any Party may terminate its participation in this Agreement if any of the grant funds designated for the services specified in this Agreement become unavailable. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

9.5 Other Items

Following receipt of a Party's intent to terminate its participation in this Agreement pursuant to this section, the non-terminating Parties shall meet to determine whether to continue the Agreement without the terminating Party or terminate the Agreement in its entirety.

If this Agreement is so terminated prior to fulfillment of the terms stated herein, the City or the County shall be reimbursed in accordance with Section 4 of this Agreement for 100 percent of all eligible direct and related indirect expenses and non-cancelable obligations incurred to the date of termination; provided, however, that any such reimbursement is strictly subject to the availability of grant funds for any such payment.

10. Waiver of Default

Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties and attached to the original Agreement.

11. Legal Relations

- A. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed because of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors, subcontractors, or representatives of any other Party.
- B. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- C. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- D. The provisions of this section shall survive any termination of this Agreement.

12. Assignment and Subcontracting

12.1 Assignment

No assignment or subcontracting of responsibilities, monies due, or claims arising out of this Agreement may be made by any Party without the prior written consent of the other Parties. Said consent must be sought in writing by the interested Party not less than fifteen (15) calendar days prior to the date of any proposed assignment.

12.2 Subcontracting

"Subcontract" shall mean any agreement between any Party and a sub-contractor or between sub-contractors that is based on this Agreement, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject of this matter, or (2) supplies.

13. Force Majeure

Any Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; a lawful order of any court or civil authority of competent jurisdiction commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such incapacitating cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the need to make payment for work performed in accordance with this Agreement.

14. Indemnification

Each Party shall protect, defend, indemnify and save harmless the other Parties, their elected officials, officers, employees, and agents, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions in performing work under this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide the indemnified Parties with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

15. Severability

If any covenant or provision in this Agreement shall be adjudged void by a court of competent jurisdiction, such adjudication shall not affect the viability, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

16. Mutual Negotiation and Construction

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against another Party.

17. All Terms and Conditions

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement by all parties to the Agreement.

18. Contact Persons

The City and the County shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	City of Redmond	King County
Contact Name	Erika Vandenbrande	Malva Slachowitz
Title	TDM Programs Manager	Senior Transportation Planner
Address	City of Redmond 15670 N.E. 85th Street, MS 4SPL PO Box 97010 Redmond, WA 98073-9710	King County Metro Transit 201 S. Jackson St., M/S KSC-TR-0411 Seattle, WA 98104-3856
Telephone	425-556-2457	206-684-6784
Fax	425-556-4242	206-263-4809
E-Mail	Evandenbrande@redmond.gov	malva.slachowitz@kingcounty.gov

19. Execution of Agreement

This Agreement shall be executed in two counterparts, any one of which shall be regarded for all purposes as an original.

In witness whereof the Parties have caused this Agreement to be executed by duly authorized representatives as of the last date signed below:

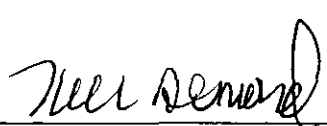

King County	City of Redmond
By  Kevin Desmond, General Manager King County Metro Transit	By  John Marchione, Mayor City of Redmond
Date <u>4/1/11</u>	Date <u>9/28/11</u>

Exhibit 1: 2011-2013 PROJECT SCOPE & BUDGET

Program Element	City Tasks	City Budget	County Tasks	County Budget	Total
R-TRIP COMMUTER INCENTIVES					
R-TRIP Vanpool Incentive (RSVP)	<ul style="list-style-type: none"> • Administer program on behalf of the R-TRIP partnership • Work collaboratively to form and maintain vanpools • Confirm participant eligibility • Fulfillment • Contribute funding toward program incentives <ul style="list-style-type: none"> - new vanpooler - driver bonus - referral bonus 	\$180,000	<ul style="list-style-type: none"> • Work collaboratively to form and maintain vanpools • Verify new vanpooler participation status (Rideshare Operations) • Contribute funding toward program incentives <ul style="list-style-type: none"> - new vanpooler - driver bonus - referral bonus 	\$120,000	\$300,000
R-TRIP Transit Incentives	<ul style="list-style-type: none"> • Administer program on behalf of the R-TRIP partnership • Confirm participant eligibility • Fulfillment • Contribute funding toward program incentives 	\$100,000	<ul style="list-style-type: none"> • Continue to seek and identify options to streamline access to and distribution of incentives through ORCA pass • Contribute funding toward program incentives 	\$50,000	\$150,000
myRTRIP Commuter Incentive Program	<ul style="list-style-type: none"> • Administer program on behalf of the R-TRIP partnership • Confirm participant eligibility • Fulfillment • Contribute funding toward program incentives 	\$235,000	<ul style="list-style-type: none"> • Contribute funding toward program incentives 	\$40,000	\$275,000
EMPLOYER PROGRAMS AND MINI-GRANTS					
Employer Innovative Program Grants	<ul style="list-style-type: none"> • On behalf of the R-TRIP partnership, work with businesses in Redmond to encourage them to implement new or enhanced commute option programs • Contribute funding toward employer grants for new or enhanced commute incentive programs and products (including transit/ORCA passes and vanpool subsidies) consistent with mutually agreed upon R-TRIP funding limits (\$5,000/grant) and funding formulas for larger projects. 	\$175,000	<ul style="list-style-type: none"> • Serve on evaluation team for assessing new innovative programs • Contribute funding toward employer grants 	\$20,000	\$195,000

SCHOOL-BASED TDM PROGRAMS					
R-TRIP School Demonstration Program	<ul style="list-style-type: none"> Develop and implement school-based alternate "commute" program (high school through college level) Recruit up to 3 schools to participate in the program Contribute funding toward program incentives 	\$10,000	<ul style="list-style-type: none"> Review and comment on draft program and materials Contribute funding toward program incentives 	\$10,000	\$20,000
RESIDENTIAL TDM PROGRAM					
	<ul style="list-style-type: none"> Promote residential transit, bike and walk alternatives at community events and in media Contribute funding toward program incentives 	\$5,000	<ul style="list-style-type: none"> Contribute funding toward program incentives 	\$5,000	\$10,000
MARKETING MATERIALS AND MAPS					
R-TRIP Marketing Materials & maps	<ul style="list-style-type: none"> Design, revise and reprint core R-TRIP marketing materials (commuter incentive and program brochure, employer brochure) Design, develop and print marketing materials for R-TRIP program enhancements (e.g., special corridor or neighborhood maps, promotion specific materials, table tents, etc...). 	\$50,000	<ul style="list-style-type: none"> Contribute funding toward Redmond sub area maps that highlight access to transit and local bike and walk connections 	\$15,000	\$65,000
R-TRIP PARTNERSHIP & PROGRAM ADMINISTRATION AND OUTREACH					
R-TRIP Program Outreach, Administration and Implementation	<ul style="list-style-type: none"> Staffing to: <ul style="list-style-type: none"> Administer R-TRIP programs and coordinate partnership activities Promote R-TRIP incentives to Redmond employers Verify incentive eligibility Fulfillment and distribution of R-TRIP incentives Conduct employer outreach on behalf of the R-TRIP partnership Maintain program tracking and distribute monthly goal & status report Staff employment site transportation and zip to lunch events Provide R-TRIP customer service support to employers, residents and commuters Promotional items R-TRIP display 	\$200,000		\$0	\$200,000

URBAN CENTERS ACCESS PROGRAMS					
	<ul style="list-style-type: none"> • Develop and implement a performance-oriented employer commute options program with consultant assistance, focusing on working collaboratively with employers in Redmond's activity centers to achieve <u>enhanced</u> TDM goals and emphasizing incorporating commute option programs as part of a company's business practices • Develop, design and print marketing materials for new program • Residential ORCA Pass demonstration program in urban center • Consultant-assisted survey of travel option use in urban centers • Refine and update centers TDM implementation strategy and plans • Collaborate with County in promoting new and enhanced services in Redmond, including <i>RapidRide</i> and <i>SR 520</i> mobility options. 	\$180,000	<ul style="list-style-type: none"> • Review and comment on draft, program and materials to ensure consistency with goals and objectives • Collaborate in developing demonstration residential ORCA pass program • Technical assistance in developing survey and analysis of results • Contribute funding toward surveys and program incentives • Contribute funding toward consultant assistance for performance-oriented employer commute options program. • Contribute funding toward bike/pedestrian way finding signage and bike lockers 	\$320,000	\$500,000
TOTAL		\$1,135,000		\$580,000	\$1,715,000

Note: Redmond's Urban Centers will be supported with additional County resources related to RapidRide B-Line, rideshare programs, and SR 520 mobility options. Those resources are not directly part of this budget, but will supplement and enhance R-Trip program elements.

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

1-1 Disadvantaged Business Enterprise (DBE) Participation

- A. Nondiscrimination 49 CFR part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. DBE Program. The DBE requirements of 49 CFR Part 26 apply to this Contract. King County has determined that no DBE goal will be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.
- C. Efforts to Increase DBE Participation. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:
1. Advertise opportunities for subcontractors and suppliers ("subcontractors") in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.
 2. Utilize the services of available minority community organizations, minority consultant groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.
 3. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
 4. Achieve DBE attainment through joint ventures.
- D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693. For purposes of this Contract, a DBE firm must be certified by OMWBE as of the date of contract award.
- E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE subcontractor or supplier the Contractor shall provide notice of such use in writing to the King County Office of Business Development and Contract Compliance (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at (206) 684-1330. Notice referenced herein should be delivered to the following address:

King County Department of Finance
Office of Business Relations and Economic Development
701 Fifth Avenue, Suite 2000
Bank of America Tower
Seattle, WA 98104-7097
Phone: (206) 205-0711
Fax: (206) 205-0719

1-2 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they

may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

1-3 No Federal Government Obligations to Third Parties

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1-4 Civil Rights

The following requirements apply to the underlying contract:

(A) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(B) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(C) Information and Reports - The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Transit Administration (FTA) to be pertinent to

ascertain compliance with such regulations, orders and instructions. The Contractor shall maintain all required records for a least three (3) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the Federal Transit Administration, as appropriate, and shall set forth efforts made to obtain the information.

(D) Sanctions for Noncompliance - In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the Contract, in whole or in part.

(E) Incorporation of Provisions - The Contractor shall include the provisions of paragraphs A through E of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1-5 Labor Provisions - Non-Construction Contracts

A. Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

C. Withholding for Unpaid Wages and Liquidated Damages

The Department of Transportation or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3))

D. Payrolls and Basic Records

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and

mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c)).

E. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through E of this section. (29 CFR § 5.5(b)(4)).

1-6 Cargo Preference - Use of U.S. Flag Vessels

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1-7 Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1-8 Audit and Inspection of Records

Access to Records - The following access to records requirements apply to this Contract:

A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving

federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

G. FTA does not require the inclusion of these requirements in subcontracts.

1-9 Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification in Attachment H with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

***** OPTIONAL 6-9 Buy America *****

1-10 Buy America

This procurement is exempt from the FTA "Buy America" Requirements in 49 USC § 5323(j), 49 CFR Part 661 because of a General Waiver.

In accordance with Appendix A to 49 CFR § 661.7 General Waivers (d), "Under the provisions of § 661.7(b) and (c) of this part, microcomputer equipment, including software, of foreign origin can be procured by grantees."

1-11 FTA Protest Procedures

Bidders are hereby notified that if this Contract is funded in whole or in part by the Federal Department of Transportation, the Federal Transit Administration (FTA) may entertain a protest that alleges that the County failed to have or follow written protest procedures. Bidders must file a protest with the FTA not later than 5 working days after the County renders a final decision or 5 working days after the Bidder knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the FTA. After 5 days, the County will confirm with FTA that FTA has not received a protest. Protests to the FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated).

The County will not award a contract for 5 working days following its decision on a Bid protest or while a protest to the FTA is pending unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the County or the Federal Government.

1-12 Privacy

Should the Contractor, or any of its subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any contractors, third party contractors, subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this contract will make this contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract, which involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

1-13 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, if the contract exceeds \$25,000, each Bidder shall complete and submit, as part of its Bid, the certification contained in Attachment K for itself, its principals and its subcontractor(s) for any subcontract in excess of \$25,000. The inability of a Bidder to provide a certification in Attachment K will not necessarily result in denial of consideration for contract award. A Bidder that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation shall disqualify the Bidder from participation under this Bid. The County, in conjunction with FTA, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Bidder or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Bidder knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances that made the original certification no longer valid, the County may disqualify the Bidder. If it is later determined that the Contractor knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

1-14 Subcontractors' Certification Regarding Debarment, Suspension or Ineligibility

By submitting a Bid for this Contract, the Bidder agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended, or who has been

declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided in Attachment L.

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the certification set forth in Attachment L.

The Contractor shall require each subcontractor, regardless of tier, to immediately provide written notice to the Contractor if at any time the subcontractor learns that its, or a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the subcontractors unless it knows that a certification is erroneous. The Contractor's knowledge and information regarding any subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

1-15 Disclosure of Lobbying Activities

Bids in excess of \$100,000 require Attachment I, "Certification Regarding Lobbying," and Attachment J, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 *et seq.*, who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

1-16 Anti-Kickback

The County and contractors are required to comply with the Anti-Kickback Act of 1986, 41 USC §§ 51 *et seq.* Under state and federal law, it is a violation for County employees, bidders, contractors or subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a contract or the purchase of goods or services.

"Kickback" as defined by Federal Acquisition Regulation (FAR) 52.203-7, and 41 USC § 52(2), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime Contractor, prime Contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

1-17 False or Fraudulent Statements or Claims

(A) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(B) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §

5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(C) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1-18 Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

1-19 Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Environmental Protection

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

B. Air Quality

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

C. Clean Water

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h *et seq.* The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

D. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

E. Historic Preservation

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 *et seq.* involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying FTA of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

F. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor will take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

1-20 Preference for Recycled Products

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1-21 Termination Provisions Required

All contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it will be effected and the basis for settlement.

(Required by FTA Circular 4220.1F, Page IV-12).

1-22 Breach Provisions Required

All contracts in excess of \$100,000 shall contain contractual provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

(Required by FTA Circular 4220.1F, Page IV-12).

1-23 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.



ATTACHMENT A

Personnel Inventory Report

Legal name of business CITY OF REDMOND Telephone No: (425) 556-2457dba (if applicable) -Street address 15670 NE 85th St City REDMOND State WA Zip Code 90873-9710Submitted by: ERIKA VANDEWBRANDE Title TRANSPORTATION PROGRAMS MANAGER Date 8/4/2011IRS Employer Identification Number: 91-6001492Do you have any employees? No Yes X DUNS# 022829899

If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers _____. This report covers Business Location(s) in (circle one): [King County], Washington State, Other States] for the Payroll Period ending (Month/Day/Year): _____.

Do any of your employees belong to a union and/or do you use an employee referral agency? No Yes X

If yes, list the unions and/or employee referral agencies with whom you have agreements: _____.

_____. If you expect to do more than \$10,000 worth of public Work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<u>Managerial</u>																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: _____ If no employees, write "0."

City of Redmond Bargaining Units

- The Washington State Council of County and City Employees, Local 21-RD (AFSCME)
- Redmond Fire Fighters Union, Local #2829, International Association of Fire Fighters
- Redmond Fire Fighters Union, Local #2829, International Association of Fire Fighters (Representing the Fire Support Bargaining Unit)
- The Redmond City Hall Employees Association (RCHEA)
- Redmond Police Association (Representing the Law Enforcement Officers)
- Redmond Police Association (Representing the Police Support Bargaining Unit)

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION STATE AND LOCAL GOVERNMENT INFORMATION (EEO4)				APPROVED BY OMB 30460008	
EXCLUDE SCHOOL SYSTEMS AND EDUCATIONAL INSTITUTIONS (Read attached instructions prior to completing this form)				EXPIRES 12/31/2005	
DO NOT ALTER INFORMATION PRINTED IN THIS BOX CONTROL NUMBER : 53300410 Survey Year : 11				MAIL COMPLETED FORM TO: EEO-4 Reporting Center PO Box 8127 Reston VA 20195	
A. TYPE OF GOVERNMENT (Check one box only)					
<input type="checkbox"/> 1. State	<input type="checkbox"/> 2. County	<input checked="" type="checkbox"/> 3. City	<input type="checkbox"/> 4. Township	<input type="checkbox"/> 5. Special District	
<input type="checkbox"/> 6. Other (Specify)					
B. IDENTIFICATION					
1. NAME OF POLITICAL JURISDICTION (If same as label, skip to Item C) City of Redmond					
2. Address Number and Street 15670 N E 85TH STREET	CITY/TOWN REDMOND	COUNTY KING	STATE/ZIP WA-98052	EEOC USE ONLY A B	
C. FUNCTION					
(Check one box to indicate the function(s) for which this form is being submitted. Data should be reported for all departments and agencies in your government covered by the function(s) indicated. If you cannot supply the data for every agency within the function(s) attach a list showing name and address of agencies whose data are not included.)					
<input checked="" type="checkbox"/> SUMMARY FUNCTION					
<input checked="" type="checkbox"/>	1. Financial Administration. Tax billing and collection, budgeting, purchasing, central accounting and similar financial administration carried on by a treasurer's, auditor's or comptroller's office and GENERAL CONTROL. Duties usually performed by boards of supervisors or commissioners, central administration offices and agencies, central personnel or planning agencies, all judicial offices and employees (judges, magistrates, bailiffs, etc.)		<input type="checkbox"/>	8. HEALTH. Provision of public health services, outpatient clinics, visiting nurses, food and sanitary inspections, mental health, alcohol rehabilitation service, etc.	
<input type="checkbox"/>	2. STREETS AND HIGHWAYS. Maintenance, repair, construction and administration of streets, alleys, sidewalks, roads, highways and bridges.		<input type="checkbox"/>	9. HOUSING. Code enforcement, low rent public housing, fair housing ordinance enforcement, housing for elderly, housing rehabilitation, rent control.	
<input type="checkbox"/>	3. PUBLIC WELFARE. Maintenance of homes and other institutions for the needy administration of public assistance. (Hospitals and sanatoriums should be reported as item 7.)		<input type="checkbox"/>	10. COMMUNITY DEVELOPMENT. Planning, zoning, land development, open space, beautification, preservation.	
<input checked="" type="checkbox"/>	4. POLICE PROTECTION. Duties of a police department sheriff's, constable's, coroner's office, etc., including technical and clerical employees engaged in police activities.		<input type="checkbox"/>	11. CORRECTIONS. Jails, reformatories, detention homes, halfway houses, prisons, parole and probation activities	
<input checked="" type="checkbox"/>	5. FIRE PROTECTION. Duties of the uniformed fire force and clerical employees. (Report any forest fire protection activities as item 6.)		<input type="checkbox"/>	12. UTILITIES AND TRANSPORTATION. Includes water supply, electric power, transit, gas, airports, water transportation and terminals.	
<input type="checkbox"/>	6. NATURAL RESOURCES. Agriculture, forestry, forest fire protection, irrigation drainage, flood control, etc., and PARKS AND RECREATION. Provision, maintenance and operation of parks, playgrounds, swimming pools, auditoriums, museums, marinas, zoos, etc.		<input type="checkbox"/>	13. SANITATION AND SEWAGE. Street cleaning, garbage and refuse collection and disposal. Provision, maintenance and operation of sanitary and storm sewer systems and sewage disposal plants.	
<input type="checkbox"/>	7. HOSPITALS AND SANATORIUMS. Operation and maintenance of institutions for inpatient medical care.		<input type="checkbox"/>	14. EMPLOYMENT SECURITY STATE GOVERNMENTS ONLY	
<input type="checkbox"/>			<input type="checkbox"/>	15. OTHER (Specify on Page Four)	

D. EMPLOYMENT DATA AS OF JUNE 30											FUNCTION TYPE 16	
(Do not include elected/appointed officials. Blanks will be counted as zero)												
1. FULL-TIME EMPLOYEES (Temporary employees are not included)												
JOB CATEGORIES	ANNUAL SALARY (In thousands 000)	TOTAL (COLUMNS B-K)	MALE					FEMALE				
			NON-HISPANIC ORIGIN		HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	NON-HISPANIC ORIGIN		HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
			WHITE	BLACK				WHITE	BLACK			
		A	B	C	D	E	F	G	H	I	J	K
Officials and Administrators	1. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	2. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	3. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	4. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	5. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	6. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0
	7. 55.0-69.9	0	0	0	0	0	0	0	0	0	0	0
	8. 70.0 Plus	4	2	0	0	0	0	2	0	0	0	0
Professionals	9. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	10. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	11. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	12. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	13. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	14. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0
	15. 55.0-69.9	5	3	0	0	1	0	1	0	0	0	0
16. 70.0 Plus	52	32	0	0	4	0	12	0	0	4	0	
Technicians	17. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	18. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	19. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	20. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	21. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	22. 43.0-54.9	1	0	0	0	0	0	1	0	0	0	0
	23. 55.0-69.9	6	1	0	1	0	0	4	0	0	0	0
24. 70.0 Plus	29	23	0	0	0	0	6	0	0	0	0	
Protective Service Workers	25. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	26. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	27. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	28. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	29. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	30. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0
	31. 55.0-69.9	0	0	0	0	0	0	0	0	0	0	0
	32. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0
Paraprofessionals	33. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	34. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	35. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	36. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	37. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	38. 43.0-54.9	7	3	0	0	0	0	4	0	0	0	0
	39. 55.0-69.9	11	2	0	0	0	0	8	0	0	1	0
	40. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	41. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	42. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	43. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	44. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	45. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	46. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0
	47. 55.0-69.9	3	0	0	0	0	0	3	0	0	0	0
	48. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0

D. EMPLOYMENT DATA AS OF JUNE 30 (Cont.)											FUNCTION TYPE 16	
(Do not include elected/appointed officials. Blanks will be counted as zero)												
1. FULL-TIME EMPLOYEES (Temporary employees are not included)												
JOB CATEGORIES	ANNUAL SALARY (In thousands 000)	TOTAL (COLUMNS B-K) A	MALE					FEMALE				
			NON-HISPANIC ORIGIN		HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	NON-HISPANIC ORIGIN		HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
			WHITE	BLACK				WHITE	BLACK			
			B	C	D	E	F	G	H	I	J	K
Skilled Craft Workers	49. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	50. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	51. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	52. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	53. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	54. 43.0-54.9	16	14	0	0	0	0	2	0	0	0	0
	55. 55.0-69.9	30	27	1	1	0	0	1	0	0	0	0
	56. 70.0 Plus	3	2	0	1	0	0	0	0	0	0	0
Service-Maintenance	57. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	58. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	59. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	60. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	61. 33.0-42.9	2	0	0	1	0	0	1	0	0	0	0
	62. 43.0-54.9	7	6	0	0	0	0	1	0	0	0	0
	63. 55.0-69.9	14	9	0	0	1	0	4	0	0	0	0
	64. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0
65. TOTAL FULL TIME (Lines 1-64)	190	124	1	4	6	0	50	0	0	5	0	
2. OTHER THAN FULLTIME EMPLOYEES (Including temporary employees)												
66. OFFICIALS/ADMIN	0	0	0	0	0	0	0	0	0	0	0	
67. PROFESSIONALS	7	0	0	0	0	0	0	7	0	0	0	0
68. TECHNICIANS	1	0	0	0	0	0	0	1	0	0	0	0
69. PROTECTIVE SERVICE	0	0	0	0	0	0	0	0	0	0	0	0
70. PARA-PROFESSIONAL	2	0	0	0	0	0	0	2	0	0	0	0
71. ADMIN. SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0
72. SKILLED CRAFT	0	0	0	0	0	0	0	0	0	0	0	0
73. SERVICE/MAINTENANCE	2	0	0	0	0	0	0	2	0	0	0	0
74. TOTAL OTHER THAN FULL TIME (Lines 66-73)	12	0	0	0	0	0	0	12	0	0	0	0
3. NEW HIRES DURING FISCAL YEAR Permanent full time only JULY 1 - JUNE 30												
75. OFFICIALS/ADMIN	0	0	0	0	0	0	0	0	0	0	0	0
76. PROFESSIONALS	2	1	0	0	1	0	0	0	0	0	0	0
77. TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0
78. PROTECTIVE SERVICE	0	0	0	0	0	0	0	0	0	0	0	0
79. PARA-PROFESSIONAL	2	0	0	0	0	0	0	2	0	0	0	0
80. ADMIN. SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0
81. SKILLED CRAFT	2	2	0	0	0	0	0	0	0	0	0	0
82. SERVICE/MAINTENANCE	2	0	0	1	0	0	0	1	0	0	0	0
83. TOTAL NEW HIRES (Lines 75-82)	8	3	0	1	1	0	0	3	0	0	0	0

FUNCTION TYPE 15				
REMARKS (List National Crime Information Center (NCIC) number assigned to any Criminal Justice Agencies whose data are included in this report)				
LIST AGENCIES INCLUDED ON THIS FORM				
CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.)				
NAME OF PERSON TO CONTACT REGARDING THIS FORM		TITLE		
Jamie Alspach		HR Administrative Coordinator		
ADDRESS (Number and Street, City, State, Zip Code)		TELEPHONE NUMBER	Ext	FAX NUMBER
15670 NE 85th Street, Redmond, WA 98052		425-556-2117		425-556-2129
DATE	EMAIL	TYPED NAME/TITLE OF AUTHORIZED OFFICIAL		SIGNATURE <input checked="" type="checkbox"/>
2011-09-28	jjalspach@redmond.gov	Kerry Sievers		

D. EMPLOYMENT DATA AS OF JUNE 30 (Cont.)											FUNCTION TYPE 1	
(Do not include elected/appointed officials. Blanks will be counted as zero)												
1. FULL-TIME EMPLOYEES (Temporary employees are not included)												
JOB CATEGORIES	ANNUAL SALARY (In thousands 000)	TOTAL (COLUMNS B-K)	MALE					FEMALE				
			NON-HISPANIC ORIGIN		HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	NON-HISPANIC ORIGIN		HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
			WHITE	BLACK				WHITE	BLACK			
Skilled Craft Workers	49. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	50. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	51. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	52. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	53. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	54. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0
	55. 55.0-69.9	0	0	0	0	0	0	0	0	0	0	0
	56. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0
Service-Maintenance	57. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	58. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	59. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	60. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	61. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	62. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0
	63. 55.0-69.9	0	0	0	0	0	0	0	0	0	0	0
	64. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0
65. TOTAL FULL TIME (Lines 1-64)	125	45	0	1	1	0	68	1	0	9	0	
2. OTHER THAN FULLTIME EMPLOYEES (Including temporary employees)												
66.OFFICIALS/ADMIN	0	0	0	0	0	0	0	0	0	0	0	
67.PROFESSIONALS	3	0	0	0	0	0	3	0	0	0	0	
68.TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	
69.PROTECTIVE SERVICE	0	0	0	0	0	0	0	0	0	0	0	
70.PARA-PROFESSIONAL	1	0	0	0	0	0	1	0	0	0	0	
71.ADMIN. SUPPORT	5	0	0	0	0	0	5	0	0	0	0	
72.SKILLED CRAFT	0	0	0	0	0	0	0	0	0	0	0	
73.SERVICE/MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	
74. TOTAL OTHER THAN FULL TIME (Lines 66-73)	9	0	0	0	0	0	9	0	0	0	0	
3. NEW HIRES DURING FISCAL YEAR Permanent full time only JULY 1 - JUNE 30												
75.OFFICIALS/ADMIN	1	1	0	0	0	0	0	0	0	0	0	0
76.PROFESSIONALS	1	1	0	0	0	0	0	0	0	0	0	0
77.TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0
78.PROTECTIVE SERVICE	0	0	0	0	0	0	0	0	0	0	0	0
79.PARA-PROFESSIONAL	1	0	0	0	0	0	1	0	0	0	0	0
80.ADMIN. SUPPORT	1	0	0	0	0	0	1	0	0	0	0	0
81.SKILLED CRAFT	0	0	0	0	0	0	0	0	0	0	0	0
82.SERVICE/MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0
83. TOTAL NEW HIRES (Lines 75-82)	4	2	0	0	0	0	2	0	0	0	0	0

FUNCTION TYPE 1				
REMARKS (List National Crime Information Center (NCIC) number assigned to any Criminal Justice Agencies whose data are included in this report)				
LIST AGENCIES INCLUDED ON THIS FORM				
CERTIFICATION, I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.)				
NAME OF PERSON TO CONTACT REGARDING THIS FORM		TITLE		
Jamie Alspach		HR Administrative Coordinator		
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15670 NE 85th Street, Redmond, WA 98052.		425-556-2117		425-556-2129
DATE	EMAIL	TYPED NAME/TITLE OF AUTHORIZED OFFICIAL		SIGNATURE <input checked="" type="checkbox"/>
2011-09-28	jjalspach@redmond.gov	Kerry Sievers		

FUNCTION TYPE 4

1. FULL-TIME EMPLOYEES (Temporary employees are not included)

[illegible]

D. EMPLOYMENT DATA AS OF JUNE 30 (Cont.)											FUNCTION TYPE 4	
(Do not include elected/appointed officials. Blanks will be counted as zero)												
1. FULL-TIME EMPLOYEES (Temporary employees are not included)												
JOB CATEGORIES	ANNUAL SALARY (In thousands 000)	TOTAL (COLUMNS B-K)	MALE					FEMALE				
			NON-HISPANIC ORIGIN		HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	NON-HISPANIC ORIGIN		HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
			WHITE	BLACK				WHITE	BLACK			
		A	B	C	D	E	F	G	H	I	J	K
Skilled Craft Workers	49. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	50. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	51. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	52. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	53. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	54. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0
	55. 55.0-69.9	0	0	0	0	0	0	0	0	0	0	0
	56. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0
Service-Maintenance	57. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0
	58. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0
	59. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0
	60. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0
	61. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0
	62. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0
	63. 55.0-69.9	0	0	0	0	0	0	0	0	0	0	0
	64. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0
65. TOTAL FULL TIME (Lines 1-64)	126	74	2	1	7	0	35	2	1	4	0	
2. OTHER THAN FULLTIME EMPLOYEES (Including temporary employees)												
66.OFFICIALS/ADMIN	0	0	0	0	0	0	0	0	0	0	0	0
67.PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0
68.TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0
69.PROTECTIVE SERVICE	1	0	0	0	0	0	0	1	0	0	0	0
70.PARA-PROFESSIONAL	0	0	0	0	0	0	0	0	0	0	0	0
71.ADMIN. SUPPORT	1	0	0	0	0	0	0	1	0	0	0	0
72.SKILLED CRAFT	0	0	0	0	0	0	0	0	0	0	0	0
73.SERVICE/MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0
74. TOTAL OTHER THAN FULL TIME (Lines 66-73)	2	0	0	0	0	0	0	2	0	0	0	0
3. NEW HIRES DURING FISCAL YEAR Permanent full time only JULY 1 - JUNE 30												
75.OFFICIALS/ADMIN	1	1	0	0	0	0	0	0	0	0	0	0
76.PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0
77.TECHNICIANS	2	2	0	0	0	0	0	0	0	0	0	0
78.PROTECTIVE SERVICE	5	3	0	0	0	0	0	2	0	0	0	0
79.PARA-PROFESSIONAL	0	0	0	0	0	0	0	0	0	0	0	0
80.ADMIN. SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0
81.SKILLED CRAFT	0	0	0	0	0	0	0	0	0	0	0	0
82.SERVICE/MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0
83. TOTAL NEW HIRES (Lines 75-82)	8	6	0	0	0	0	0	2	0	0	0	0

FUNCTION TYPE 4				
REMARKS (List National Crime Information Center (NCIC) number assigned to any Criminal Justice Agencies whose data are included in this report)				
LIST AGENCIES INCLUDED ON THIS FORM				
CERTIFICATION: I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.)				
NAME OF PERSON TO CONTACT REGARDING THIS FORM		TITLE		
Jamie Alspach		HR Administrative Coordinator		
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15670 NE 85th Street, Redmond, WA 98052,		425-556-2117		425-556-2129
DATE	EMAIL	TYPED NAME/TITLE OF AUTHORIZED OFFICIAL		SIGNATURE <input checked="" type="checkbox"/>
2011-09-28	jjalspach@redmond.gov	Kerry Sievers		

[illegible]

FUNCTION TYPE 5				
REMARKS (List National Crime Information Center (NCIC) number assigned to any Criminal Justice Agencies whose data are included in this report)				
LIST AGENCIES INCLUDED ON THIS FORM				
CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.)				
NAME OF PERSON TO CONTACT REGARDING THIS FORM		TITLE		
Jamie Alspach		HR Administrative Coordinator		
ADDRESS (Number and Street, City, State, Zip Code)		TELEPHONE NUMBER	Ext	FAX NUMBER
15670 NE 85th Street, Redmond, WA 98052		425-556-2117		425-556-2129
DATE	EMAIL	TYPED NAME/TITLE OF AUTHORIZED OFFICIAL		SIGNATURE <input checked="" type="checkbox"/>
2011-09-28	jjalspach@redmond.gov	Kerry Sievers		



Personnel Inventory Report

SUPPLEMENTAL FORM

Use this form as necessary to report the total Work force.

Legal name of business CITY OF REDMOND Telephone (425) 556-2457
Submitted by: Title Date 8/4/2011
ERIKA VANDEUBRADE TRANSPORTATION PROGRAMS MANAGER

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<u>Managerial</u>																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

Contact the King County Procurement and Contract Services Section at (206) 684-1681 or the King County Department of Finance, Business Development and Contract Compliance Division (206) 684-1330 if you have any questions concerning completion of this form.



ATTACHMENT B

Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" Shall mean any Contractor, vendor or Contractor who supplies goods and/or services. "Contract" Shall mean any Contract, purchase order or agreement with King County Government, hereinafter called the COUNTY.

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to Provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general Contract Specifications as applied to service, Contractor, and vendor Contracts exceeding \$25,000, or public Work Contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general Contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general Specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing Contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B. Contractor Shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of Work.
- C. This Person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
- D. Contractor Will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. **Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County Shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:
1. **Personnel Inventory Report:** This report Shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
 2. **Monthly Utilization Report:** This report Shall apply to construction Contractors and Subcontractors and Shall Provide the number of hours of employment for all

employees, including minority, women and disabled employees by craft and category.

3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section Shall be submitted on forms provided by the County unless otherwise specified.

- F. **Subcontractors:** For public works projects and Contracts of ten thousand dollars (\$10,000) or more, and for all other Contracts and agreements of twenty-five thousand (\$25,000) dollars or more, the prime Contractor Shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its Subcontractors in the same manner as these are required of the prime Contractor. Reporting requirements of the prime Contractor during the Contract period Will apply equally to all Subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor Shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents Shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a Contractor's compliance with the Chapter Shall be based upon the Contractor's effort to achieve maximum results from its affirmative action measures. The CONTRACTOR Shall document these efforts and Shall implement affirmative action steps at least as extensive as the following:
1. **Policy Dissemination:** Internal and external dissemination of the Contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other Contract, Subcontract, or understanding of the Contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
 2. **Recruiting:** Adopt and implement recruitment

procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.

3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
5. **Notice to Unions:** Provide notice to labor unions of the Contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors Shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the Contractor under King County Code Chapter 12.16. Such direction Shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the Contractor, subject to Acceptance by the County.
8. **Responsible Person:** Designate an employee who Shall have the responsibility for implementation of the Contractor's affirmative action measures.
9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the Contractor's workforce on an annual basis.

- I. During the performance of this Contract, neither the Contractor nor any party Subcontracting under the authority of this Contract Shall discriminate nor tolerate harassment on the

basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

- J. Contractor agrees to Provide reasonable access upon request to the premises of all places of business and employment, relative to Work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
- K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it Shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
- L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, Shall be deemed a violation of King County Code Chapter 12.16. Any such violation Shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: CITY OF REDMOND 15670 NE 85th ST REDMOND WA 98073-9710
Company Name Street Address City State Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: JANE CHRISTENSEN Deputy City Administrator 425-856-2107
Name (type or print) Title Phone Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18 DAY OF October, 2011.

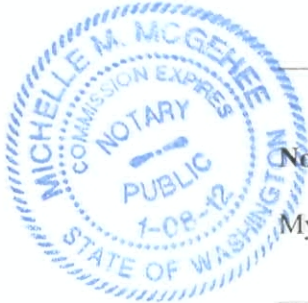
Michelle M. McGhee
(Signature of notary public)

Michelle M. McGhee
(Printed name of notary public)

Notary Public in and of the state of Washington

My appointment expires:

01/08/2012



ATTACHMENT C

BUY AMERICA CERTIFICATE

CONTRACT NO. _____

Certificate Of Compliance With Section 165(a)

The vendor hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

Date: 8/4/2011
Company Name: CITY OF REDMOND
Signature: Jane Chel
Title: Deputy City Administrator

OR

Certificate Of Noncompliance With Section 165(a)

The vendor hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR Part 661.7.

Date: _____
Company Name: _____
Signature: _____
Title: _____

It is important to remember that this Bid is funded in part by the FEDERAL TRANSIT ADMINISTRATION (FTA). In accordance with FTA requirements, each vendor shall complete this Attachment H and submit it to the County with and as a part of their Bid.

Par. 661.5 GENERAL REQUIREMENTS FOR STEEL AND MANUFACTURED PRODUCTS.

- [a] Except as provided in Part 661 no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
- [b] All steel manufacturing processes must take place in United States, except metallurgical processes involving refine of steel additives.
- [c] The steel requirements apply to all steel items including, but not limited to, structural steel, running rail and contact rail.
- [d] For a manufactured product to be considered produced in the United States:
 - [1] All of the manufacturing processes for the product must take place in the United States; and
 - [2] All items or material used in the product must be of United States origin.

ATTACHMENT D

CERTIFICATE OF LOBBYING ACTIVITIES

CONTRACT NO. _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," to the contract administrator.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Firm: CITY OF REDMOND

Authorized Signature: 

Printed Name: JANE CHRISTENSEN

Title: DEPUTY CITY ADMINISTRATOR

Date: 10/18/11

ATTACHMENT E
DISCLOSURE FORM TO REPORT LOBBYING
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: year _____ quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (Last name, First name, MI):
11. Amount of Payment (check all that apply):		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: <u>JANE CHRISTENSEN</u> Title: <u>DEPUTY CITY ADMINISTRATOR</u> Telephone No: <u>425-556-2107</u> Date: <u>10/18/11</u>

ATTACHMENT F

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing to title 31 USC § 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 - (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
 - (b) Enter the full name, of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the amount of box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (9348-0046), Washington, D.C. 20503.

ATTACHMENT G

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

Federal Transit Administration (FTA)

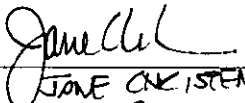
The prospective Primary Participant (potential contractor for a major third-party contract), CITY OF REDMOND
certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, ET SEQ., ARE APPLICABLE THERETO.

Name of Firm: CITY OF REDMOND

Authorized Signature: 

Printed Name: JANE CHRISTENSEN

Title: _____

Date: 10/18/11

ATTACHMENT H

CONTRACT NO: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER-TIER COVERED TRANSACTIONS**

(This Attachment may be completed and submitted to the Buyer after award of Contract.)

The Lower-Tier Participant (potential sub-grantee or sub-recipient under a Federal Transit Administration (FTA) project, potential third-party contractor, or potential subcontractor under a major third-party contract), CITY OF REDMOND certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Lower-Tier Participant will not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective Lower-Tier Participant agrees by submitting this proposal that it will include this requirement in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

If the Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-AGREEMENT UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 USC §§ 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: CITY OF REDMOND

Authorized Signature: 

Printed Name: JANE CHRISTENSEN

Title: DEPUTY CITY ADMINISTRATOR

Date: 10/18/11